

2022

Traffic Data Ecosystem – General Terms & Conditions

MARCH 30, 2022

1 APPLICABILITY, SCOPE AND GOVERNANCE

- 1.1 The Data Network (Traffic Data Ecosystem - Liikenteen Dataekosysteemi) is established by the Constitutive Agreement, which is signed by the Founding Members of the Network.
- 1.2 The provisions of these General Terms and Conditions will become applicable to and legally binding on the data sharing agreements of the Parties to the Data Network upon the execution of the Constitutive Agreement and any further Accession Agreements, as applicable.
- 1.3 In the event that a discrepancy arises between any of the terms and conditions established in the Constitutive Agreement, any Accession Agreements and these General Terms and Conditions, including any of their appendices or schedules, any such discrepancy will be resolved in accordance with the following order of priority:
- (i) the clauses of the Constitutive Agreement;
 - (ii) the clauses of any Accession Agreement(s);
 - (iii) Dataset Terms of Use and related Schedules;
 - (iv) these General Terms and Conditions; and
 - (v) other Appendices to the Constitutive Agreement in numerical order.
- 1.4 Any amendments to or derogations from these General Terms and Conditions must be agreed upon in the Constitutive Agreement in order to be valid.

2 DEFINITIONS

- 2.1 In these General Terms and Conditions, the following capitalised terms and expressions have the following meanings, and the singular (where appropriate) includes the plural and vice versa:
- “Accession Agreement”** means the agreement that governs the admission of parties to the Constitutive Agreement and the Data Network after the execution of the Constitutive Agreement.
- “Affiliate”** means any individual, company, corporation, partnership or other entity that, directly or indirectly, controls, is controlled by, or is under shared control with Party.
- “Appendix”** means any appendix to the Constitutive Agreement.
- “Confidential Information”** refers to trade secrets as defined in the EU Directive 2016/943 of 8 June 2016 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure, point (1) of Article 2 provided it is: (a) if disclosed in writing or in other tangible form, clearly marked as confidential or proprietary by the disclosing Party at the time of disclosure, or (b) if disclosed in other than tangible form, identified as confidential at the time of disclosure and confirmed and designated in writing to the receiving Party within fourteen (14) calendar days from the disclosure as confidential information by the disclosing Party.
- “Constitutive Agreement”** means the agreement under which the Data Network is established and any of its appendices.
- “Data”** means any information that Data Providers have distributed, transmitted, shared or otherwise made available to the Data Network based on the Constitutive Agreement and during its period of validity as further defined in the respective Dataset Terms of Use.

“Data Processing Agreement” means a written contract concluded between a controller and a processor that processes Personal Data on behalf of the controller, which sets out the subject matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data and categories of data subjects, and the obligations and rights of the controller.

“Data Provider” means any natural person or an organisation that provides Data for the Parties to use via the Data Network.

“Dataset” means a collection of Data whose use the Data Provider authorises via the Data Network. Datasets and their related terms and conditions are defined more in more detail in the respective Dataset Terms of Use.

“Dataset Terms of Use” means the terms under which the Data Provider grants a right to use the Data included in the Dataset to the Service Providers and/or End Users.

“Derived Material” means information derived from Data or information that is created as a result of the combination, refining and/or processing of Data with other data. In case there is a need to clarify the borderline between Data and Derived material, additional requirements for what is not considered Derived Material shall be identified in the respective Dataset Terms of Use.

“End User” means any of the Parties to which Service Providers provide Data and/or services or to which the Data Provider provides Data, and which do not redistribute the Data further.

“Founding Members” are the initial Parties that execute the Constitutive Agreement.

“Governance Model” means an appendix to the Constitutive Agreement that includes a network-specific description of the rules and procedures of accession (i.e., who may be admitted to the Network and how), applicable decision-making mechanisms, and further governance provisions regarding the administration of the Network.

“Intellectual Property Rights” means patents, trademarks, trade and business names, design rights, utility models, copyrights (including copyrights in computer software), and database rights, in each case registered or unregistered and including any similar rights to any of these rights in any jurisdiction and any pending applications or rights to apply for the registration of any of these rights.

“List of Members” means a list of Parties which is updated upon the accession of new Parties and the termination of incumbent Parties.

“Operator” means any Party that provides data system or any other infrastructure services for the Data Network that are related e.g., to identity or consent management, logging or service management.

“Operator Service Agreement” means any service level agreements governing the services provided by any of the Operators to the Data Network or to its Members.

“Party” or **“Member”** means a party to the Constitutive Agreement and/or to an Accession Agreement and a member of the Data Network.

“Personal Data” has the meaning set forth in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation) (“**GDPR**”).

“Schedule” means any schedule to the Dataset Terms of Use.

“**Service Provider**” means any of the Parties that combines, refines and processes data and provides the processed Data and/or a service, which is based on the Data, to the use of End Users, other Service Providers or Third Party End Users.

“**Third Party**” means a party other than a Party.

“**Third Party End User**” means any Third Party that receives any Data directly or indirectly from any of the Service Providers.

3 ROLE-SPECIFIC RESPONSIBILITIES

- 3.1 The potential roles defined under these General Terms and Conditions for the Parties to the Constitutive Agreement are (1) the Data Provider, (2) the Service Provider, (3) the End User and (4) the Operator. A Party may simultaneously occupy multiple roles. In such case, the relevant Party must comply with all applicable obligations related to each role and relevant Data. In addition, Third Party End User is a role recognised under these General Terms and Conditions as applying to any stakeholders who are not a Party to the Constitutive Agreement but who receive Data.
- 3.2 A more specific determination of role-specific responsibilities may be included in the Constitutive Agreement.

1.1 Data Provider

- 3.3 The Data Provider will be responsible for defining the Dataset Terms of Use for any Data that the Data Provider makes available within the Network. This includes, the right to define the purposes for which relevant Data can be processed, the right to allow the redistribution of Data to End Users and, where applicable, to Third Party End Users, and the right to prohibit the unauthorised use of Data and the right to refrain from sharing Data within the Network. The Data Provider must notify the Parties to whom the Data Provider makes the Dataset available of any refraining from sharing and new Dataset Terms of Use, after which the Dataset Terms of Use will bind the other Parties. Unless otherwise defined in the applicable Dataset Terms of Use, any end of the provision of Data or changes introduced by the Data Provider to the applicable Dataset Terms of Use will become effective within ninety (90) days from the relevant Parties to the Network being sent a notification of such change. Changes to the Dataset Terms of Use must not have retroactive effect.
- 3.4 The Data Provider shall provide Data for the use of the Network in a machine-readable form and by a method as defined by the Data Provider in the applicable Dataset Terms of Use (e.g., application programming interface, downloadable package or other method).
- 3.5 As an exception to the above clause 3.3, the Data Provider may undertake to grant the right to use certain specific Datasets or types of data to the Network for a fixed period, , in order to protect investments made in the Network by other Parties in good faith.

3.2 Service Provider

- 3.6 The Service Provider will be responsible for processing Data in accordance with the Constitutive Agreement and the applicable Dataset Terms of Use.
- 3.7 The Service Provider must keep records of its processing activities and deliver, on request, reasonably detailed reports on usage, processing and redistribution of Data to the relevant Data Provider(s).

3.3 End User

- 3.8 The End User must use Data in accordance with the Constitutive Agreement and the applicable Dataset Terms of Use.

3.4 Operator

- 3.9 The Network may involve one or several Operators. The Operator(s) are responsible for providing the Network with services that facilitate the operations of the relevant Data Network, such as authentication, identification, and identity/consent management services or for ensuring data security or providing technical data protection solutions for the Network and as further defined in the applicable Operator Service Agreement.
- 3.10 Any Operator Service Agreement(s) concluded with the Party/Parties and the Operator(s) may be included as an Appendix to the Constitutive Agreement.
- 3.11 Operator shall adhere to any regulatory requirements such as notifications required by applicable legislation.

4 REDISTRIBUTION OF DATA; DERIVED MATERIAL AND ITS REDISTRIBUTION

Redistribution of Data

- 4.1 The Parties can redistribute Data to the other Parties, unless such redistribution is specifically prohibited in the applicable Dataset Terms of Use. Service Providers can redistribute Data to Third Parties only if permitted under the applicable Dataset Terms of Use.
- 4.2 Where the Data Provider permits the redistribution of Data to Third Party End Users, the Data Provider is responsible for defining further the applicable terms and conditions for the redistribution of Data in the respective Dataset Terms of Use. Service Providers are obliged to include such terms and conditions in any agreements they conclude with their Third Party End Users with regard to the redistribution of Data.
- 4.3 Notwithstanding the above, the Parties are entitled to redistribute any Data to their Affiliates, unless such redistribution is specifically prohibited in the applicable Dataset Terms of Use. Each Party will be responsible for ensuring that its respective Affiliates comply with the terms and conditions of the Constitutive Agreement.

Derived Material and its redistribution

- 4.4 Rights to Derived Material shall belong to the Party generating such Derived Material and the restrictions of use set out for the Data in the Dataset Terms of Use shall not cover Derived Material. Any restrictions for the use or redistribution of Derived Material shall be explicitly set out in the Dataset Terms of Use, if any.
- 4.5 The Parties are entitled to redistribute Derived Materials to the other Parties and any Third Party, unless specifically prohibited in the applicable Dataset Terms of Use.

Restrictions relating to Personal Data

- 4.6 The redistribution of any Personal Data or Derived Materials created on the basis of any Personal Data is always subject to the more detailed requirements disclosed in the applicable Dataset Terms of Use and applicable data protection laws.

5 GENERAL RESPONSIBILITIES

5.1 Data security, protection and management

- 5.1 Each Party must designate a contact person for data security matters, who is responsible for the relevant Party's data systems that are connected to the Network and for the implementation of the Party's security policy.
- 5.2 Each Party to the Data Network must have, sufficient capabilities to process Data securely and in accordance with the relevant data security standards and data protection legislation. The Parties must implement and maintain suitable technical, organisational and physical measures that are in line with good market practice, by taking into account the nature of the Data processed by the Party. Each Party must have the capability to properly perform its obligations under the Constitutive Agreement and applicable Dataset Terms of Use and, where necessary, to cease processing activities without undue delay for any relevant reason.
- 5.3 The aforementioned capabilities include e.g., the capability to control Data and its processing by being aware of
- (i) the origins of the Data (specifically whether the origin is the Party itself, another Party or Third Party);
 - (ii) the basis for processing Data;
 - (iii) the restrictions and limitations that apply to processing Data; and
 - (iv) the rights and restrictions that apply to redistributing or refining Data.
- 5.4 Parties must also be capable of recognising Data and removing or returning it if the basis for the processing of Data expires. the obligation to remove or return Data is not applicable to Derived Materials, unless otherwise set out in the applicable Dataset Terms of Use.
- 5.5 Any identified data security breaches must be duly documented, rectified and reported to the affected Parties without undue delay. All involved Parties have a mutual responsibility to contribute reasonably to the investigation of any data security breaches within the Network.

5.2 Subcontractors

- 5.6 The Parties will have the right to employ subcontractors to perform their obligations under the Constitutive Agreement. Where and to the extent that the outsourced functions require it, the Parties may allow their subcontractors to access Data. The Parties will be responsible for the subcontracted performance as for their own.

6 FEES AND COSTS

- 6.1 Data is shared within the Network free of charge, unless otherwise defined in the applicable Dataset Terms of Use.
- 6.2 Each Party will bear their own costs related to accessing the Network and operating as a Member of the Network.
- 6.3 No costs incurred to a Party for the maintenance and administration of the Network will be allocated to the other Parties without express written agreement. For the avoidance of doubt, the maintenance and administration of the Network does not include the costs of Data where applicable and as defined in the Dataset Terms of Use in question.

7 CONFIDENTIALITY

- 7.1 The Parties must use any Confidential Information they receive in connection with the operation of the Data Network and/or regarding the Data Network only for the purposes for which such Confidential Information has been provided. The Parties must not unlawfully use or disclose to Third Parties any such Confidential Information they have become aware of in the course of the operation of the Data Network.
- 7.2 At the expiration or termination of the Constitutive Agreement, the Parties must cease to use Confidential Information and, upon request by any Party, verifiably return or destroy any copies thereof. Notwithstanding the above, the Parties are entitled to continue to use the Data subject to clause 10.2. In addition, the Parties may retain copies of Confidential Information as required by the applicable law or competent authorities.
- 7.3 If a Party is, under the applicable law or an order issued by a competent authority, obliged to disclose another Party's Confidential Information to the authorities or Third Parties, the obliged Party must promptly notify the affected Party whose Confidential Information will be disclosed of such disclosure if so permitted under the applicable law or the competent authority's order.
- 7.4 The confidentiality obligations established in the General Terms and Conditions will survive the termination of the Constitutive Agreement.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Intellectual Property Rights of the Parties must be respected and protected in connection with the operation of the Data Network.
- 8.2 Signing the Constitutive Agreement and sharing any Data within the Network does not result in the transfer of any Intellectual Property Rights. More specific provisions, if any, concerning the Intellectual Property Rights that relate to specific Datasets are included in the applicable Dataset Terms of Use. For the avoidance of doubt, any new Intellectual Property Rights created by a Party will vest in the creating Party as further defined in the applicable legislation governing Intellectual Property Rights.
- 8.3 The Data Provider is responsible for ensuring that it has sufficient rights for the provision of Data in accordance with the Dataset Terms of Use.
- 8.4 The Parties are entitled to utilise software robots or other forms and applications of robotic process automation or machine learning or artificial intelligence when processing Data, provided that they respect the confidentiality obligations set out in clause 7 and the data protection obligations set out in clause 9. In accordance with the aforementioned and the applicable Dataset Terms of Use, the Parties have the right to learn from Data and to use any professional skills and experience acquired when processing Data.

9 DATA PROTECTION

- 9.1 Any Personal Data processed within the Data Network must be processed in accordance with the applicable data protection laws and regulations.
- 9.2 Terms that are not defined here, have the meaning stated in the GDPR or other applicable data protection laws.
- 9.3 For the purposes of processing Personal Data within the Network, any Parties disclosing or receiving Data are, individually and separately, assumed to be controllers under the provisions of the GDPR. The said Parties are also assumed to be processing Data on their own behalf unless the Parties have

concluded a written Data Processing Agreement that sets out the subject matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data and categories of data subjects and the obligations and rights of the controller and the processor. Where any such Data Processing Agreement is applicable in general to certain Dataset(s) or services provided under the Constitutive Agreement, it must be included as an Appendix to the Constitutive Agreement.

- 9.4 The Parties must prevent the unauthorised and unlawful processing of Personal Data by employing appropriate technical and organisational measures. The Parties must ensure that persons allowed to process Personal Data have committed to keeping such data confidential or are bound by an appropriate statutory obligation of confidentiality.
- 9.5 Personal Data that is shared within the Network can be transferred within the European Union and the European Economic Area (EEA). This kind of Personal Data can also be transferred outside the EU and the EEA in compliance with the data protection regulations, unless otherwise prescribed by the applicable Dataset Terms of Use.

10 TERMINATION AND VALIDITY

- 10.1 If the Constitutive Agreement is concluded for a fixed period, it will expire without separate notice at the end of the applicable fixed period. If the Constitutive Agreement is concluded for an indefinite period, it will expire upon termination by the Parties.
- 10.2 The Parties are entitled to continue to use any Data received through the Network prior to the termination of the Constitutive Agreement, unless otherwise determined in the applicable Dataset Terms of Use or agreed by the Parties in the Constitutive Agreement. In such case, the clauses governing use of Data in these General Terms and Conditions, Dataset Terms of Use and/or in the Constitutive Agreement, remain in force according to the Clause 17.1.
- 10.3 Any Party may choose to terminate the Constitutive Agreement as defined in the Constitutive Agreement. Notice of termination must be provided in writing to the Parties of Constitutive Agreement. In the event that there are more than two Parties to the Constitutive Agreement, the Constitutive Agreement will remain in force for the remaining Parties following the termination thereof by one Party.
- 10.4 Where the Parties have agreed on a process for amending the Constitutive Agreement otherwise than by the written consent of all Parties, any Party that objects to such an amendment in writing after having become aware of it will be entitled to terminate the Constitutive Agreement by notifying the other Parties thereof. The termination will become effective after the objecting Party has submitted the aforementioned notice to the other Parties at the time the amendment will enter into force unless the agreeing Parties have agreed on a later date. In the event a Party does not exercise its right to terminate the Agreement, the Party is considered to accept the amended Constitutive Agreement and is bound by it.
- 10.5 In the event that there are only two Parties to the Constitutive Agreement and one Party commits a material breach of the provisions of the Constitutive Agreement, the other Party will have the unilateral right to terminate the Constitutive Agreement with immediate effect by providing the other Party with a written notice.
- 10.6 In the event that there are more than two Parties to the Constitutive Agreement and one Party commits a material breach of the provisions of the Constitutive Agreement, the Steering Group will have the right to terminate the Constitutive Agreement with the breaching Party with immediate effect. Notice of any such termination must be provided in writing to all Parties.

- 10.7 If the breach can be rectified, the non-breaching Party/Parties may resolve to suspend the performance of their obligations under the Constitutive Agreement until the breaching Party has rectified the breach.
- 10.8 Where a Party's membership in the Network is terminated as a consequence of the Member's material breach of the Constitutive Agreement, the breaching Member's right to use the Data and any Derived Material incorporating the Data will end at the date of the termination. The breaching Member must cease to use the Data and, upon request by any Party, verifiably return or destroy Data and any copies of Confidential Information including copies thereof. However, the breaching Member is entitled to retain the Data as required by the applicable law or competent authorities provided that the breaching Member notifies the Data Provider of such a data retention obligation by the date of termination.

11 LIABILITY

- 11.1 The Parties will only be liable for direct damages that result from a breach of the provisions of the Constitutive Agreement as defined hereinafter and where applicable, in the Constitutive Agreement. Any other liabilities are hereby excluded, unless otherwise specifically defined in the Constitutive Agreement. Parties are not liable for loss of profits or damage that is due to a decrease or interruption in production or turnover, or other indirect or consequential damages.¹
- 11.2 The Parties will not be liable for any losses, damages, costs, claims or expenses howsoever arising from a mechanical or electrical breakdown or a power failure or any other cause beyond the reasonable control of the Party; and
- 11.3 the Parties must fully compensate any damages resulting from an intentional or grossly negligent breach of the provisions set out in the Constitutive Agreement.
- 11.4 8.3Each Party, severally and not jointly, will be liable for any infringements of personal data obligations set out in the GDPR in accordance with Article 82 of the GDPR.

12 FORCE MAJEURE

- 12.1 No Party will be liable for injuries or damage that arise from events or circumstances that could not be reasonably expected beforehand and are beyond its control (*force majeure*).
- 12.2 A Party that is unable to perform its obligations due to an event of force majeure must inform other Parties of any such impediment without undue delay. These grounds for non-performance will expire at the moment that the force majeure event passes. This clause is subject to a long-stop date: where performance is prevented for a continuous period of one hundred and eighty (180) days or more, the Parties are entitled to terminate the Constitutive Agreement as set forth in clause 10.5 or 10.6, as applicable.

13 AUDIT

- 13.1 A Data Provider will be entitled to audit the Parties processing the Data made available by the Data Provider at its own expense, including also material and reasonable direct costs of the audited Party. The purpose and the scope of the audit is limited to verifying compliance with the material requirements of the Constitutive Agreement, the applicable Dataset Terms of Use, and applicable legislation.

¹ Parties may wish to note that the concept of indirect or consequential damage varies between different jurisdictions.

- 13.2 The Parties are responsible for imposing the same auditing obligations as set out herein on their Affiliates, and the Parties will act in good faith to ensure that the objectives of the Data Provider's audit rights materialise with regard to the subcontractors of a Party.
- 13.3 The auditing Party must notify the audited Party of the audit in writing at least thirty (30) days prior to the audit. The written notice must disclose the scope and duration of the audit and include a list of requested materials and access rights.
- 13.4 The audited Party is entitled to require that the audit is conducted by a mutually acceptable and/or certified independent Third Party which undertakes to commit to customary confidentiality obligations.
- 13.5 The Parties are required to retain and provide to the auditing Party and/or the Third Party auditor, for the purposes of the audit, all records and documents as well as access to all necessary data systems and premises and to interview personnel that are of significant importance for the audit. Records and documents thus retained must span to the previous audit or to the accession of the audited Party to the Network, whichever is later.
- 13.6 The auditing Party and/or Third Party auditor may only request such records and documents and such access to data systems and premises and to interview personnel that are of significant importance to the audit.
- 13.7 All records, documents and information collected and disclosed in the course of the audit constitute Confidential Information. The auditing Party and/or Third Party auditor may not unlawfully utilise or disclose Confidential Information that it has become aware of in the course of the audit. The auditing Party represents and warrants that any Third Party auditor, where applicable, complies with the applicable confidentiality obligations. The audited Party is entitled to require that the auditing Party and/or Third Party auditor or any other persons participating in the audit sign a personal non-disclosure agreement provided that the terms and conditions of such a non-disclosure agreement are reasonable.
- 13.8 The results, findings and recommendations of the audit must be presented in an audit report. The audited Party is entitled to review any Third Party auditor's audit report in advance (and prior to it being provided to the relevant Data Provider(s) by the Third Party auditor). The audited Party is entitled to require the Third Party auditor to make any such changes to the audit report that are considered reasonable while taking into account the audited Party's Confidential Information and the applicable Data Provider's business interests in the Data. The audited Party must provide its response to the audit report within thirty (30) days. If no response is provided, the audited Party is considered to have accepted the contents of the report.
- 13.9 If the auditing Party justifiably believes the audited Party to be in material breach of the obligations imposed thereupon in the Constitutive Agreement, an additional audit may be conducted.
- 13.10 In the event that the audit reveals a material breach of the obligations imposed in the Constitutive Agreement or the applicable Dataset Terms of Use, the audited Party will be liable for reasonable and verifiable direct expenses incurred as a result of the audit.

14 APPLICABLE LAWS AND DISPUTE RESOLUTION

- 14.1 The agreement incorporating these General Terms and Conditions is governed by and construed in accordance with the laws of Finland without regard to its principles of private international law and conflict of laws rules.
- 14.2 Any dispute, controversy or claim arising out of or in relation to the agreements based on the General Terms and Conditions, or the breach, termination or validity thereof, shall be finally settled

by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one, the seat of arbitration shall be Helsinki, Finland and the language of the arbitration shall be English.

15 OTHER PROVISIONS

- 15.1 Unless otherwise agreed by the Parties, any amendments to the Constitutive Agreement and its Appendices must be made in writing by the Parties or by a decision of the Steering Group as defined in Appendix 1 of the Constitutive Agreement.
- 15.2 No Party may assign the Constitutive Agreement, either wholly or in part, without a written consent of the other Party/Parties. Notwithstanding the previous, no consent shall be required where the assignee is a company that belongs to the same group of companies as the Party pursuant to the provisions of the Finnish Accounting Act.
- 15.3 If any provision of the Constitutive Agreement or any applicable Dataset Terms of Use is found to be invalid by a court of law or other competent authority, the invalidity of that provision will not affect the validity of the other provisions established in the Constitutive Agreement.
- 15.4 Each party represents and warrants that it is validly existing and in good standing under the applicable laws of the state of its incorporation or registration. Each Party also represents and warrants that it has all required power and authority to execute, deliver, and perform its obligations under the Constitutive Agreement and, where applicable, to bind its Affiliates.
- 15.5 The Parties intend to create a Data Network that is subject to a single set of contractual terms, and nothing contained in the Constitutive Agreement may be construed to imply that they are partners or parties to a joint venture or the other Parties' principals, agents or employees. No Party will have any right, power, or authority, express or implied, to bind any other Party.
- 15.6 No delay or omission by any Party hereto to exercise any right or power hereunder will impair such right or power, nor may it be construed to be a waiver thereof. A waiver by any of the Parties of any of the covenants to be performed by the other Parties or any breach thereof may not be construed to be a waiver of any succeeding breach thereof or of any other covenant.

16 NOTICES

- 16.1 All notices relating to these General Terms and Conditions and the Constitutive Agreement must be sent in a written or electronic form (including post or email) or delivered in person to the contact person and/or address specified by the respective Party. Each Party will be responsible for ensuring that their contact details are up-to-date. Notices will be deemed to have been received three (3) days after being sent or on proof of delivery.

17 SURVIVAL

- 17.1 Clauses 1, 2, 3, 4, 5, 8, 9, 11, 14, 16 and 17 of these General Terms and Conditions will survive the termination of the Constitutive Agreement in its entirety together with any clauses of the Constitutive Agreement that logically ought to survive the termination.
- 17.2 Clause 13 of these General Terms and Conditions will survive for a period of three (3) years following the termination of the Constitutive Agreement in its entirety.
- 17.3 Clause 7 of these General Terms and Conditions will survive for a period of five (5) years following the termination of the Constitutive Agreement in its entirety.